

TERMS AND CONDITIONS OF THE GAS-ELEC AFFILIATE SCHEME

AGREEMENT

This agreement is made between:

1. _____
 [Insert Company Name] and thereafter referred as “The Affiliate Partner”,

 [Insert Company Address]

and

2. “gas-elec”, Brooklyn House, Money Lane, The Green, West Drayton, Middlesex. UB7 7PQ






This agreement, made between “gas-elec” and “The Affiliate Partner” as dated has been created to allow “The Affiliate Partner” to earn introducer commissions from services provided by “gas-elec” either directly or from sales of products and services to the affiliate partner customers.

“The Affiliate Partner” will:

1. Maximise commission opportunities by widely promoting the products and services available through
 - a. Offline referral schemes
 - b. Online links from relevant websites

“gas-elec” will:

1. Offer a range of goods and services, pertinent to “The Affiliate Partners” business and customers.
2. Pay the following introducer commissions.

Product	Description	Price	Commission on Product
	British Standard Smoke Alarm Mains smoke alarm with battery back-up. Fitting instructions included	£10.99 incl. VAT & P&P	£3
	Home Safety Kit Packaged by gas-elec to provide your family with British Standard protection	£62.99 incl. VAT & P&P	£10
	g-save g-save boiler economiser	£135.00 incl. VAT & P&P	£30
	Carbon Monoxide (CO) Detector British Standard audible & visual alarm 230V AC Fitting instructions included	£24.99 incl. VAT & P&P	£3
	g3 The Big Money-Saving Power Deal: g3 offers you three great money-saving tools so that you can start saving £££s today	£180 incl. VAT & P&P	£35

Introducer commission for all other business at the rate is agreed upon with “The Affiliate partner”

These commissions will exclude VAT unless the law states that VAT should be imposed. “gas-e/ec” shall have the right to vary the rates at which commission is payable, subject to the value of the goods/services being provided is materially altered.

3. “gas-e/ec” may add, delete or replace goods and services at any time. “gas-e/ec” confirms that it is their intention to increase the range of services provided, to the benefit of “The Affiliate Partner”.
4. Remit, on a timely basis, all fees due to “The Affiliate Partner” on or around the 25th day of the month following the month in which “gas-e/ec” has received payment for the goods and services provided. “gas-e/ec” will claw back any commission on a pro-rata basis for any business that has been cancelled or for any linked non payment.
5. Send “The Affiliate Partner” a summary report together with the commission payment every month
“gas-e/ec” shall give full details of: -
 - a) Any eligible sales and commissions payable to “The Affiliate Partner” where payment has been received by “gas-e/ec” in the preceding month;
 - b) Any other eligible sales made by “gas-e/ec” introduced by “The Affiliate Partner” where the commission payment is not yet due;
 - c) “gas-e/ec” will grant “The Affiliate Partner” access to the relevant reports to enable “The Affiliate Partner” to review any ongoing eligible sales on a regular basis
6. Sell, administer and implement each service provided with all due care and attention including any adjustments and queries from “The Affiliate Partner” or their customers.
7. Pay service renewal/repeats commissions at the same level as stated above for new business achieved during the lifetime of this affiliate partnership.
8. Shall not use or process data in any way or for any purpose other than to exercise its rights and/or to comply with its obligations under this agreement unless otherwise agreed between both parties.
9. Will cross-sell other goods, services and add-ons to “The Affiliate Partner” and their customers, to mutual benefit.

General

1. Either party may withdraw from the arrangement by giving prior notice in writing to the other party giving a minimum of 3 months notice.
2. Either party may terminate this agreement by immediate written notice to the other party if that other party becomes owned by a third party which is a direct competitor of the first party.
3. Review this arrangement prior to the 12-month anniversary of the Agreement and formally outline any proposed variations in writing.
4. “gas-e/ec” unconditionally agree that their product does not libel, defame, cause injury to, invade the privacy of or otherwise infringe or violate the rights of any person or third party; and does not contain any defamatory or pornographic content.
5. The parties agree not to encourage the violation or violate international intellectual property rights.
6. Duty of confidentiality:
The parties, both during and after the expiry of this Agreement shall at all times keep strictly confidential all information relating to the business or commercial affairs of the other party and/ or that information which might be reasonably considered to be of a sensitive nature belonging to the other party acquired by reason of performing their duties under this Agreement but excluding always that information which at the time of disclosure is already in the public domain.
7. Either party may terminate this agreement forthwith in the event that:
 - The other party commits a material breach of its terms, and either that breach is incapable of remedy or the other party shall have failed to remedy that breach within thirty days; or
 - The other party shall cease to carry on its business or shall have a liquidator, receiver or administrative receiver appointed to it or over any part of its

undertaking or assets or shall pass a resolution for its winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity shall assume all of the liabilities of it) or a court of competent jurisdiction shall make an order, or shall enter into any voluntary arrangement with its creditors, or shall be unable to pay its debts as they fall due.

Limitation of liability and damages

Neither party shall be liable to the other for indirect, special or consequential damages, loss of revenue, profits, anticipated savings, goodwill or data arising in connection with this agreement. Neither party shall make any representation, warranty or guarantee, express or implied as to the effectiveness or the profitability of this arrangement. Neither party shall make any guarantee or representation that the operation of their respective sites will be uninterrupted or error free and will not be liable for the consequences of any interruptions or error. Both parties agree that these exclusions and limitations of liability are reasonable.

Affiliate relationship

- 8. The parties both agree:
 - 8.1. that each party are independent contractors;
 - 8.2. nothing in this agreement is intended to or will create any joint venture, partnership, agency, sales representative, franchise or employment relationship between the parties;
 - 8.3. that neither party have authority to make or accept any offers or representations on either's behalf;
 - 8.4. that neither party will make any statement or otherwise that contradicts anything in this agreement;
 - 8.5. that this agreement can not be assigned without prior written consent;
 - 8.6. that both parties reserve all of their respective rights in the code, graphics or text, any other images, trade names and trademarks and all other intellectual property rights.

Signed for "The Affiliate Partner" _____

Date _____

Position _____

Signed for "gas-elec" _____

Date _____

Position _____